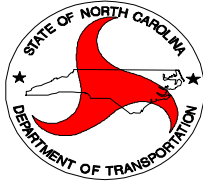


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 6 - DISTRICT 3

CONTRACT PROPOSAL **SMALL BUSINESS ENTERPRISE**

WBS NUMBER: 6.100911 & 6C.009015

ROUTE: VARIOUS

COUNTY: BLADEN

DESCRIPTION: HOT POURED RUBBER ASPHALT JOINT SEALER

BID OPENING: THURSDAY, SEPTEMBER 15, 2011 - 10:00 A.M.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

**TOM HAY, DIVISION PROPOSALS ENGINEER
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
558 GILLESPIE STREET
FAYETTEVILLE, NC 28301**

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
-------------------------------	---

GENERAL PROVISIONS

GENERAL.....	4
AVAILABILITY OF FUNDS - CONTRACT TERMINATION	4
CONTRACT TIME AND LIQUIDATED DAMAGES	4
GIFTS FROM VENDORS AND CONTRACTORS.....	5
PROSECUTION & PROGRESS	5
BIDS	5
BANKRUPTCY	5
AUTHORITY OF THE ENGINEER.....	5
MATERIALS & TESTING.....	6
SUPERVISION BY CONTRACTOR.....	6
TEMPORARY SUSPENSION OF WORK	6
SUBLETTING OF CONTRACT	6
DEFAULT OF CONTRACT	6
SAFETY AND ACCIDENT PROTECTION	7
INDEMNIFICATION	7
LIABILITY INSURANCE.....	7
PAYMENT AND RETAINAGE.....	8
CLAIMS FOR ADDITIONAL COMPENSATION	8
EXTENSION OF CONTRACT TIME	8
INSPECTION	8
EQUIPMENT	8
TRAFFIC CONTROL & WORK ZONE SAFETY.....	8
FLAGGERS	9

STANDARD SPECIAL PROVISIONS

ERRATA (Z-4)	10
PLANT AND PEST QUARANTINES (Z-4A).....	12
MINIMUM WAGES (Z-5).....	13

PROJECT SPECIAL PROVISIONS

SMALL BUSINESS ENTERPRISE PROGRAM	14
NOTIFICATION OF OPERATIONS.....	14
INTERPRETATION OF QUANTITIES IN BID FORM	14
HOT POURED RUBBER ASPHALT JOINT SEALER	14
SUMMARY OF QUANTITIES	16
FORM W-9.....	18
EXECUTION OF BID, NON-COLLUSION AFFIDAVIT & DEBARMENT CERTIFICATION	19
CONTRACT BID FORM	26

INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NC DOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. The Form entitled "LISTING OF MB & WB SUBCONTRACTORS" must be filled out for Subcontractors submitting quotes for work on this contract. The Contractor shall then submit this form with the bid package.
12. **The Proposal with the bid sheet still attached shall be placed in a sealed envelope and shall have been delivered to and received in the Division Proposals Engineer's Office at 558 Gillespie Street, Fayetteville, NC, 28301, by 10:00 a.m. on Thursday, September 15, 2011. If bids are mailed or sent by special delivery, the Contractor shall be responsible for verifying that the bid has actually been received in the NCDOT Division Proposals Engineer's Office prior to the bid deadline. NCDOT shall not be responsible for bid packages that do not arrive in our office on time. Bid packages arriving after the official deadline shall not be considered responsive, and shall be returned to the Contractor unopened.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**HOT POURED RUBBER ASPHALT JOINT SEALER
BLADEN COUNTY
SEPTEMBER 15, 2011 - 10:00 A.M.**

14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**TOM HAY, DIVISION PROPOSALS ENGINEER
NCDOT – DIVISION 6
P.O. BOX 1150
FAYETTEVILLE, NC 28302**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NC DOT reserves the right to reject all bids.

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for furnishing and placing hot-poured rubber asphalt joint sealer on various routes in Bladen County. The Engineer reserves the right to delete specific routes should the actual quantity placed exceed the contract quantity established for the project. Should the actual quantity placed be significantly less than the contract quantity, then additional mileage may be added upon mutual agreement by both the Engineer and Contractor. The work shall progress as detailed in the Summary of Quantities.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project. Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at: <http://www.ncdot.org.business.ocs/sbe/>.

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

(05-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the date of purchase order issue. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no

responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The completion date for this project is March 31, 2012. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

PROSECUTION AND PROGRESS

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds \$500,000, the bid will not be considered for award.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy act.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final

and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

Any steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the Subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly, or in part, by written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure to correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications. The Contractor will not be permitted to sublet more than 50% of the total contract amount.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgement and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgement, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

LIABILITY INSURANCE

(11-18-08)

SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

The **INVOICE** shall show the quantities of items placed, unit bid price and the total cost. Upon verification, the Engineer will submit the invoice for payment.

Invoices shall be submitted to:

R. Allen Waddell, P. E.
NC DOT
1194 Prison Camp Road
Whiteville, NC 28472

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

EQUIPMENT

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The

Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

FLAGGERS

(7-19-11)

SP11 R20

Revise the 2006 Standard Specifications as follows:

Page 11-3, Article 1101-12 Traffic Control Supervision, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must make periodic project reviews and be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Page 11-13, Article 1150-3 Construction Methods, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawing* 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

DIVISION CONTRACT

Standard Special Provisions

ERRATA

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with **American Railway Engineering and Maintenance of Way Association**.

Page 1-7, remove **-L-** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a "d" to make the word grade become **graded**.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word **is**.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished **grade**.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable **Fill**

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to **Article 1081-6**.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to **(B) herein**.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide **6**.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section **450**.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section **452**

Page 4-80, change 452-7 to 452-**6** at the top of the page.

Page 4-80, change Pay Item ____ Steel Pile Retaining Walls, to **Sheet** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word **PAYMENT**

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-**4**.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first **the**

Page 6-44, 2nd full paragraph, 1st sentence, delete the first **and** and add **transverse** just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be **which**.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with **hot applied joint sealer**.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item

Hot Applied Joint Sealer

Section

1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with **hot applied joint sealer**.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in *Table 660-1*, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-1**0**(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 100**6** for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with **paid for**.

Division 15

Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.

Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: **Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.**

Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)

Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.

Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.

Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.

Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements

Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.

Page 15-13, Article 1520-3, 8th paragraph, add **pipe** after diameter.

Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with **MEASUREMENT AND PAYMENT**.

Division 16

Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END

PLANT AND PEST QUARANTINES **(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL:

The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE:

The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

DIVISION CONTRACT

Project Special Provisions

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this Program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 72 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

INTERPRETATION OF QUANTITIES IN BID FORM

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

HOT POURED RUBBER ASPHALT JOINT SEALER

1. Contract Service Description:

This specification describes the sealing of existing longitudinal and transverse pavement cracks and joints using Sealant Type I, PS/AR (hot poured asphalt rubber) joint sealant, hereafter identified as PS/AR sealant.

This applied PS/AR sealant shall form a complete watertight bond with a high degree of elasticity, with maximum flexibility and longevity under extreme temperature ranges.

2. PS/AR Sealant Specification:

The PS/AR sealant shall meet the requirements of Article 1028-2 of the latest edition of the NCDOT Standard Specifications. It shall also meet all requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190, AASHTO M173) and Federal Specification SS-S-164. Detailed specifications are as follows:

TEST	ASTM D6690 - AASHTO M324, TYPE I SPEC. LIMITS
Cone Penetration	90 max.
Flow	5 mm max.
Softening Point	176°F
Bond, 0°F, 50% Ext.	Pass 5 Cycles
Asphalt Compatibility	Pass
Recommended Pour Temperature	380°F
Safe Heating Temperature	410°F

PS/AR sealant shall have a blended wetting agent to act as an internal primer to increase adhesion of the heated PS/AR sealant to the sides of the joints and a skid resistance factor of not less than 45 BPN when tested to meet ASTM E-303.

PS/AR sealant setting time when tested to meet ASTM D-711 shall have a maximum traffic no-pickup time of 10 minutes at 75 degrees Fahrenheit.

PS/AR sealant shall withstand repeated freezing and thawing cycles without loss of adhesion to the pavement surface. It shall have a "Pot Life" of 16 hours min., and must be able to be reheated.

PS/AR sealant must be able to withstand asphalt plant mix overlays and bituminous surface treatments without excessive pulling, bumping or overlay shoving.

Ensure PS/AR sealant supplied for use has the proper temperature performance limits to form an adhesive and flexible compound that resists cracking in the winter and is resistant to flow in the summer for the temperature range common to the Coastal Plain of North Carolina.

3. PS/AR Sealant Application Process:

All longitudinal and transverse cracks greater than ¼ inch shall be forced open and cleaned warm and dry before the application of the pre-heated PS/AR sealant to ensure maximum joint sealing.

An HCA (hot compressed air) lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. The concentrated hot air jet shall not be less than 3000 degrees Fahrenheit and shall have a blasting air jet velocity of at least 3000 feet per second.

PS/AR sealant shall be pre-heated to the required temperature using the air jacketed flow method to prevent the burning of the modified rubber in the PS/AR sealant. This shall be done using a safety tested PS/AR sealant pre-heater melter kettle which has a horizontally mounted, full sweep, double paddle agitator.

PS/AR sealant shall be applied into the prepared pavement joints with a pressure screed shoe, completely filling the joint and leaving a sealed 2 inch overband, no higher than 1/8" above the pavement surface, at a temperature between a minimum of 370 degrees Fahrenheit, and a maximum of 420 degrees Fahrenheit. Excessive overbanding or wasting of PS/AR sealant will not be tolerated.

After the crack has been sealed, promptly remove surplus sealer on the pavement. The joint sealer shall be allowed to dry tack free prior to placing traffic on sealed areas of roadway.

4. Treating Sealed Joints:

In heavy traffic areas where fast sealant drying times are needed, or in warm weather conditions where sealant drying times are prolonged, or in other situations as Engineer deems appropriate, Contractor shall use water, Detack or some combination thereof (per manufacturer's recommendations) to treat sealed joints and permit quicker opening to traffic. Contractor shall be responsible for monitoring the roadway conditions, and shall continue to treat the sealed joints, until such time as traffic may reenter roadway. In extreme cases, Contractor may have to limit the length of roadway treated at any given time to facilitate drying and prevent excessive traffic delays.

Under no circumstances shall Contractor be allowed to aid curing by blowing trash, sand, debris, grass, etc., off of shoulder onto roadway.

No direct payment will be made for treating sealed joints. The cost of this work shall be included in the contract unit price bid per pound for Rubber Asphalt Joint Sealer.

5. Pavement Temperatures:

PS/AR sealant shall be applied only when the surface temperature of the pavement is above 40 degrees Fahrenheit. If weather forecasts are such that cold temperatures will remain for extended periods, the pavement may be warmed with a HCA lance prior to placing sealant, with Engineer's permission. However, under no circumstances shall sealant be applied when the surface temperature of the pavement is below 32 degrees Fahrenheit.

6. Packing And Storing PS/AR Sealant:

The PS/AR sealant is to be packaged and stored in closed polyethylene bags. The contractor will be permitted to use NCDOT Maintenance Facilities for storage of product during the life of the contract.

7. Measurement And Payment For PS/AR Sealant:

The quantity of PS/AR sealant to be paid for at the contract unit price per pound of joint sealant will be the actual number of pounds of joint sealant that has been satisfactorily used to seal pavement joints in the designated section of road. Any joint sealant which has been spilled, wasted, misapplied, used in excessive overbanding or used unsatisfactorily in any way will be determined by the Engineer and deducted from the total number of pounds of joint sealant used and the quantity to be paid for at the contract unit price per pound of joint sealant. The Engineer's decision on the quantity to be paid for at the contract unit price per pound of joint sealant will be final and binding.

The contract unit price per pound of joint sealant will be full compensation for all work required to seal the pavement joints, including but not limited to: furnishing, hauling, loading, unloading and storage of all sealant and required materials, routing, cleaning and preparation of the joints to be sealed, application of the sealant material in the prepared joints, clean-up of the work site and any incidentals necessary to satisfactorily complete the work.

Basis of payment will be the contract unit price bid per pound for Rubber Asphalt Joint Sealer.

SUMMARY OF QUANTITIES - BLADEN

A summary of the quantities estimated for this contract is shown in the table below. The work shall be done in the order as shown in the table, beginning with Map 1, and progressing through the end provided joint sealant quantity and/or money is still available, unless directed otherwise by Engineer.

County	Map	WBS No.	Route	From	To	Length (mile)	Pounds (LBS)
Bladen	1	6.100911	US 701 BUS.	COLUMBUS CO. LINE	BEG C&G	1.27	3,175
Bladen	2	6.100911	US 701	NC 87	DUNHAM STREET	1.68	5,880
Bladen	3	6.100911	NC 41	ROBESON CO. LINE	NC 87	6.90	17,250
Bladen	4	6.100911	NC 53	US 701	CUMBERLAND CO. LINE	17.63	44,075
Bladen	5	6.100911	NC 87 BUS.	NC 87	SCOUT ST.	1.47	3,675
Bladen	6	6.100911	NC 87 SB Only	CUMBRLND CO. LN.	1.4 Mi. S. of SR 1005	5.32	13,300
Bladen	7	6.100911	NC 211 BUS.	NC 242	NC 211	4.42	11,050
Bladen	8	6.100911	NC 242	NC 53	CUMBERLAND CO. LINE	15.79	39,475
				PRIMARY - SUBTOTALS		54.48	137,880
Bladen	9	6C.009015	SR 1003	NC 242	NC 410	7.52	18,800
Bladen	10	6C.009015	SR 1100	NC 41	NC 211	11.28	28,200
Bladen	11	6C.009015	SR 1105	NC 131	NC 410	1.56	3,900
Bladen	12	6C.009015	SR 1106	NC 410	SR 1341	2.63	6,575
Bladen	13	6C.009015	SR 1107	NC 410	NC 410	2.44	6,100
Bladen	14	6C.009015	SR 1108	NC 41	NC 87	0.56	1,405
Bladen	15	6C.009015	SR 1112	SR 1114	DEAD END	0.74	1,850
Bladen	16	6C.009015	SR 1129	SR 1128	DEAD END	0.50	1,250
Bladen	17	6C.009015	SR 1130	SR 1129	SR 1128	0.23	575
Bladen	18	6C.009015	SR 1145	NC 8 7	MP 1.6	1.17	2,925

County	Map	WBS No.	Route	From	To	Length (mile)	Pounds (LBS)
Bladen	19	6C.009015	SR 1191	NC 41	NC 87	3.80	9,500
Bladen	20	6C.009015	SR 1192	SR 1130	SR 1128	0.09	225
Bladen	21	6C.009015	SR 1212	SR 1150	SR 1145	0.75	1,875
Bladen	22	6C.009015	SR 1224	SR 1145	DEAD END	0.22	550
Bladen	23	6C.009015	SR 1338	SR 1339	SR 1336	1.90	4,750
Bladen	24	6C.009015	SR 1339	SR 1336	NCL DUBLIN	2.28	5,700
Bladen	25	6C.009015	SR 1341	NC 87	NC 131	2.86	7,150
Bladen	26	6C.009015	SR 1755	NC 211	SR 1001	2.35	5,875
Bladen	27	6C.009015	SR 1756	SR 1755	COLUMBUS CO. LINE	0.88	2,200
Bladen	28	6C.009015	SR 1760	US 701 BUS	SR 1710	3.23	8,075
Bladen	29	6C.009015	SR 1356	NC 53	DEAD END	0.18	450
Bladen	30	6C.009015	SR 1505	SR 1002	SR 1509	3.91	9,775
Bladen	31	6C.009015	SR 1507	SR 1508	SR 1506	1.07	2,675
Bladen	32	6C.009015	SR 1508	NC 242	SR 1507	1.74	4,350
Bladen	33	6C.009015	SR 1509	US 701	NC 242	10.34	25,850
Bladen	34	6C.009015	SR 1511	US 701	NC 242	5.19	12,975
Bladen	35	6C.009015	SR 1512	US 701	NC 242	1.38	3,450
Bladen	36	6C.009015	SR 1513	US 701	DEAD END	0.57	1,425
Bladen	37	6C.009015	SR 1514	NC 41	US 701	4.29	10,725
Bladen	38	6C.009015	SR 1517	US 701	US 701	0.75	1,875
Bladen	39	6C.009015	SR 1523	US 701	US 701	1.05	2,625
Bladen	40	6C.009015	SR 1525	SR 1002	SR 1521	3.68	9,200
Bladen	41	6C.009015	SR 1529	NC 210	MP 1.02	1.02	2,550
Bladen	42	6C.009015	SR 1557	US 701	DEAD END	0.31	775
Bladen	43	6C.009015	SR 1558	SR 1557	DEAD END	0.08	200
Bladen	44	6C.009015	SR 1559	US 701	DEAD END	0.38	950
Bladen	45	6C.009015	SR 1101	NC 131	SR 1100	6.14	15,350
Bladen	46	6C.009015	SR 1102	NC 41	SR 1101	2.42	6,050
Bladen	47	6C.009015	SR 1116	SR 1114	NC 242	3.36	8,400
Bladen	48	6C.009015	SR 1117	NC 242	NC 410	1.51	3,775
Bladen	49	6C.009015	SR 1119	NC 211	NC 131	0.58	1,450
Bladen	50	6C.009015	SR 1120	NC 211 BUS	NCL BLADENBORO	0.79	1,975
Bladen	51	6C.009015	SR 1122	NC 131	SR 1100	3.52	8,800
Bladen	52	6C.009015	SR 1123	NC 131	DEAD END	0.40	1,000
Bladen	53	6C.009015	SR 1125	NC 131	DEAD END	1.53	3,825
Bladen	54	6C.009015	SR 1126	SR 1100	DEAD END	0.93	2,325
Bladen	55	6C.009015	SR 1132	NC 211 BUS	SR 1100	1.43	3,575
Bladen	56	6C.009015	SR 1208	NC 131	END MAINT	0.43	1,075
Bladen	57	6C.009015	SR 1225	SR 1208	DEAD END	0.10	250
				SECONDARY - SUBTOTALS		106.07	265,180
				BLADEN - TOTALS		160.55	403,060

**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____
MAILING ADDRESS: STREET/PO BOX: _____
CITY, STATE, ZIP: _____
DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETER (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)
OR
FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American, ☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) **Disabled-Owned Business?** (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____

Secretary/Assistant Secretary

Select appropriate title

By _____

President/Vice President/Assistant Vice
President

Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of
Manager

Signature of Witness

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	Name of Joint Venture
(2)	Name of Contractor
	Address as Prequalified
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Witness or Attest</div> <div style="width: 10%; text-align: center;">By</div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Contractor</div>
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div> <div style="width: 10%;"></div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div>
	<div style="width: 45%; text-align: center;"><i>If Corporation, affix Corporate Seal</i></div> <div style="width: 10%; text-align: center;">and</div> <div style="width: 45%;"></div>
(3)	Name of Contractor
	Address as Prequalified
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Witness or Attest</div> <div style="width: 10%; text-align: center;">By</div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Contractor</div>
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div> <div style="width: 10%;"></div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div>
	<div style="width: 45%; text-align: center;"><i>If Corporation, affix Corporate Seal</i></div> <div style="width: 10%; text-align: center;">and</div> <div style="width: 45%;"></div>
(4)	Name of Contractor (for 3 Joint Venture only)
	Address as Prequalified
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Witness or Attest</div> <div style="width: 10%; text-align: center;">By</div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Signature of Contractor</div>
	<div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div> <div style="width: 10%;"></div> <div style="width: 45%; border-bottom: 1px solid black; text-align: center;">Print or type Signer's name</div>

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____, 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

CONTRACT BID FORM

WBS Number: 6.100911 & 6C.009015

County: Bladen

Description: Hot Poured Rubber Asphalt Joint Sealer

PRIMARY		WBS NO.: 6.100911		BLADEN COUNTY			
LINE	ITEM #	SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
10	1702000000-E	1028	Rubber Asphalt Joint Sealer	137,880	LBS		
SECONDARY		WBS NO.: 6C.009015		BLADEN COUNTY			
ITEM		SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
10	1702000000-E	1028	Rubber Asphalt Joint Sealer	265,180	LBS		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the current edition of the Standard Specifications for Roads and Structures.

Reviewed by _____ (date) _____

Accepted by _____ (date) _____

Division Engineer